

333 Hamilton Blvd. - Bldg. 5 P.O. Box # 764 South Plainfield, NJ 07080 Phone: (908) 769-9100

Fax: (908) 668-7970

September 1, 1998

Mr. Muthu Sundram, Esq.
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency
Region II
290 Broadway
17th Floor
New York, NY 10007

#### Gentlemen:

In terms of your two enclosed letters dated 5/18/98 and 8/24/98 concerning the "Cornell-Dubilier Electronics, Inc (CDEI) Site" we enclose the requested responses and documentation.

We trust the attach will satisfy your requirements, and remain.

Sincerely,

Raul Nieves
Treasurer

RECEIVED 3 1998



333 Hamilton Blvd. - Bldg. 5 P.O. Box #764 South Plainfield, NJ 07080 Phone: (908) 769-9100

Fax: (908) 668-7970

August 31,1998

Mr. Richard L. Caspe, Director
Emergency and Remedial Response Division
United States Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007-1866
Gentlemen:

This refers to your enclosed letter dated August 24, 1998 and received by us on August 28,1998.

As a point of information, we are a small company who for the past six months has devoted all it's resources towards forestalling bankruptcy and surviving a very dismal financial situation while endeavoring to protect the jobs of our employees. We are the victims and not the cause as demonstrated by the many inspections, tests etc. received through your local representatives (EPA Region 2) involved with this issue. We have also received annual visits by EPA inspectors who in all instances carefully reviewed our waste management processes and detailed record keeping for which we received complements on our organization. We have for some years retained outside environmental consultants at substantial cost on annual retainer to make certain our standards meet environmental requirements. Given our precarious financial situation we still retain their employment despite the cost which demonstrates our commitment.

While your request for such extensive information has proven a burden we nevertheless pride ourselves on being a good "corporate citizen" and have been addressing your request. Accordingly, responses to your questions number 3, 6, 7, 8, 9, and 10 were supplied by our environmental consultants. This response with attachments are enclosed as Exhibit A. The balance of your questions are addressed as follows:

- a.) Columbia Products, Inc. b.) Michael Cancilla, President 162 Stonegate Drive, Staten Island, NY 10304. Salvatore Bucchere, Executive Vice President, 30 Guilford Lane, Hamilton Township, NJ 08619. Raul Nieves, Treasurer, 120 Winchester Ave., Staten Island, NY 10312. Thomas Cancilla, Secretary, 17 Baumer Road, Sayreville, NJ 08872.
   c.) Company is a Corporation, which was incorporated by the State of New Jersey on June 29, 1981. Service of Processes would take place at our premises. d.) Certificate of Incorporation is attached Exhibit B. e.) In November 1984 Columbia Products Inc. absorbed through a merger Carburetor Rebuilders Inc. a corporation organized and existing under the laws of New Jersey located at 484 Lincoln Boulevard, Borough of Middlesex, County of Middlesex, NJ. Details of the merger is included as Exhibit D.
- 2. See 1(e) above.
- 3. See enclosed Exhibit A.

- 4. Company originally moved into Bldg No. 5 in May 1985 leasing 21,500 square feet. In June 1993 on a month to month lease basis we occupied an additional approximately 5000 square feet in Building No. 5A. Company presently leases 21,500 square feet in Building No. 5 and 8,154 square feet in Building No. 5A at 333 Hamilton Blvd., South Plainfield, New Jersey 07080 (commonly referred to as Hamilton Industrial Park. Most recent lease commenced May 1995 and is due to expire on April 30, 2000. A copy of the most recent lease is enclosed as Exhibit C. Company's business involved the rebuilding of vehicle Carburetors, Starters, Alternators and Rack and Pinions.
- 5. The Company rebuilds vehicle Carburetors, Starters, Alternators and Rack and Pinions. Columbia Products rebuilding operation begins with obtaining used units, known as "cores", which are sorted by make and model and stored until needed. When utilized for remanufacturing, a core is completely disassembled into component parts. Components which can be incorporated into the remanufactured product are thoroughly cleaned and refinished. All components known to be subject to use, wear and those components determined not to be reusable or repairable, are replaced with new components. The unit is then reassembled by experienced personnel into a finished product. Inspection and testing are conducted a various stages throughout the process, including test on equipment designed to simulate performance under operating conditions. Unused metal components of the cores are sold as scrap. We are a relatively small company and control of the production process is managed by the management team as indicated in question 1 (b) above.
- 6. See enclosed Exhibit A.
- 7. See enclosed Exhibit A.
- 8. See enclosed Exhibit A.
- 9. See enclosed Exhibit A.
- 10. See enclosed Exhibit A.
- 11. Our Environmental Consultant Ms Sherry Schirripa of Interactive Environmental Compliance Corp., 777 Old Country Road, Suite 1L, Plainview, NY 11803 and the Columbia Products Inc. Management Team mentioned in 1(b.) above. A former employee Mr. Lee Mullican who is now in the computer business had some involvement. Mr. Mullican's address is 805 Deerfield Road, Sayreville, NJ 08872 tel#908-613-8959.
- 12. See response to question (9) in enclosed Exhibit A.
- 13. We are not aware of any such indemnification.
- 14. We are not aware of any such indemnification.
- 15. Not applicable
- 16. None that we are aware of.
- 17. None that we are aware of.
- 18. Raul Nieves, Treasurer, Columbia Products, Inc. (see 1(b) above and our Environmental Consultant Ms Sherry Schirripa of Interactive Environmental Compliance Corp., 777 Old Country Road, Suite 1L, Plain view, NY 11803 who have personal knowledge of their answers.
- 19. Mr. Michael Cancilla, President, Columbia Products Inc. indicated in 1(b) above reviewed the responses.

W have endeavored to respond to your questions as we understood those questions to be. However, should you require further information, please do not hesitate to contact us. We regret the delay in responding to your request effected by the reasons mentioned above. State of New Jersey

County of Middlesex

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Raul Nieves

Treasurer

(Signature)

Sworn to before me this day of 9/16

Notary Public DONNA DRISCOLL

NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 19, 2000

cc: with documents to Mr. Peter Mannino, Emergency and Remedial Response Division

cc: with documents to Mr. Muthu Sundram, Esq., Assistant Regional Counsel

EXHIBT A
EXEMPLET A

#### **Request for Information**

All of the answers to the questions below were supplied by Sherry Schirripa of Interactive Environmental Compliance Corp. the Safety, Health, and Environmental consultants for Columbia Products, Inc. They are located at 777 Old Country Road, Suite 1L, Plainview, NY 11803. The telephone number is 516-681-9290.

#3. Columbia Products, Inc. does not have any permits issued pursuant to the Resource Conservation and Recovery Act, however they have an EPA Identification Number as follows:

\*NJD 981489925

The information contained in the answer to Question #3 was obtained from the New Jersey DEP when the company began generating hazardous waste. The EPA Identification Number appears on all hazardous waste manifests generated from Columbia Products, Inc. All hazardous waste manifests are located in the files at Columbia Products, Inc.

- #6. Attached please find a list of the following regarding the hazardous materials on site:
  - \*hazardous chemicals Chemical Inventory List, Hazardous Chemicals purchased/used
  - \*hazardous wastes On-Site Waste Materials
- #7. The following analyses were performed on hazardous materials used/generated at Columbia Products:
  - \*Metal Dust from Blasting operations attached please find the laboratory analyses
  - \*Stripping operation waste water attached please find the laboratory analyses and letters stating that a discharge permit was not necessary
  - \*Paint Spray Booth Filters attached please find the laboratory analyses
  - \*PCB air and wipe sampling attached please find the laboratory analyses
  - \*Air sampling for solvents, acids, oil mist, metals attached please find the laboratory analyses

Please see attached Material Safety Data Sheets for the above mentioned products. The amount of the material purchased/used at the facility is noted below on the attachments named ON-SITE WASTE MATERIALS and HAZARDOUS CHEMICALS USED.

#8. Storage of hazardous materials at the facility is in either 55 gallon or smaller drums, cans, carboys, or metal containers. The lacquer thinner is delivered in 25 gallon metal containers that are stored in the flammable storage cabinet. The acids are delivered in either small drums or carboys and are stored in the carburetor stripping/washing area. This carburetor stripping/washing area is surrounded by secondary containment that collects all waste water from this operation. This waste water is not required to be permitted as per the Middlesex County Utilities Authority (letter attached),

The disposal practices are as follows; Safety Kleen Corp. is the company that takes care of all of the hazardous waste at the facility. They deliver and pick up their solvent containers on a weekly basis. The solvent is transported to the Safety Kleen treatment facility for fuel blending.

The metal dust is collected and maintained in a 55 gallon drum in the Blasting area where it is generated. The drum is picked up and an empty one is delivered approximately once a month. Safety Kleen incinerates this metal dust waste stream.

All of the hazardous waste at this facility is manifested and all the generator manifest copies are kept in a file in the Administrative offices in the front of the facility.

- #9. Attached please find the purchase orders and hazardous waste manifests for the hazardous chemicals used and hazardous wastes manifested from the facility.
- #10. There have not been any spills or leaks of any hazardous materials/wastes at this location.

# **ON-SITE WASTE MATERIALS**

Type of Waste(s) Generated	EPA Waste Code	Total Amount Manifested in 1997
1. Waste solvent		
a) Petroleum Naphtha (Safety Kleen)	D001, D006, D008, D018 D027, D039, D040	33,360 lbs.
b) Monoethanolamine	D006, D008, D018, D027, D039, D040	403 lbs.
2. Shot blast metal waste	D006, D007, D008	6,491 lbs.

# Prior years Manifested Waste in lbs.

Waste # from above	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>	<u>1992</u>	<u>1991</u>
1 a)	35,494	39,690	46,437	58,304	18,196	18,196
1 b)	284	284	284	752	NA	NA
2.	7,156	NA	NA	NA	NA	NA

# HAZARDOUS CHEMICALS PURCHASED/USED IN LBS.

Hazardous chemicals	<u>1997</u>	<u>1996</u>	<u>1995</u>	<u>1994</u>	<u>1993</u>	<u>1992</u>
Chromic acid flake	2,900	2,500	2,800	2,800	3,100	3,100
Sulfuric acid	660	880	660	660	660	660
Nitric acid	1,032	860	860	860	860	860
Muriatic (Hydrochloric) acid	3,770	3,335	2,755	2,800	2,800	2,800
Lacquer Thinner	3,967	2,898	4,380	4,500	4,500	4,500
Propane	570	235	300	300	300	300
Safety Kleen Solvent	34,000	36,000	39,690	46,437	58,304	18,196
Steel Shot	6,500	7,200	7,200	7,200	7,200	7,200
Steel Shot Naphtha	6,500 346	7,200 346	7,200 346	7,200 346	7,200 346	7,200 346
	•	•	•			•
Naphtha	346	346	346	346	346	346
Naphtha Aerosol Paints	346 2,300	346 2,500	346 2,500	346 2,500	346 2,500	346 2,500

This information was obtained from purchase orders generated during the noted years

# **COLUMBIA PRODUCTS, INC.**

# CHEMICAL INVENTORY LIST

# SOLVENTS/REMOVERS/CLEANERS

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
2429 NAPHTHA – XYLENE, ETHYLBENZENE	PARTS WASHING	MAINTENANCE
BARRIER CREAM	PROTECTS HAND	THROUGHOUT FACILITY
CLEANER & WAX 403	DEGREASER	THROUGHOUT FACILITY
DEFOAMER 8000	WASHING PARTS	CARBURETOR WASHING AREA
DEFOAMER 51204	WASHING PARTS	CARBURETOR WASHING AREA
DRY-O-LITE DESICCANT	DRYING AGENT	COMPRESSOR
EYE SALINE	WASHING EYES	EYE WASH STATION
GILLITE 51150	WASHING PARTS	CARBURATOR WASHING
HEAVY DUTY CMPD. 450 -	DEGREASER	THROUGHOUT FACILITY
PETROLEUM DISTILLATES		
HYDROSEP	WASHING PARTS	CARBURATOR WASHING
INDUSTRIAL BATTERIES	MACHINE USE	IN ELECTRICAL DEPARTMENT
LACQUER THINNER 27995 – TOLUENE, ACETONE	PARTS WASHING	THROUGHOUT FACILITY
MAGNUSOL 1007	WASHING PARTS	ELECTRICAL
MAGNUSOL 1265	WASHING PARTS	ELECTRICAL
MAGNUSPRAY 206	WASHING PARTS	PARTS WASHING AREA
MAGNUSPRAY 0429	WASHING PARTS	PARTS WASHING AREA
MAGNUSPRAY 0497	WASHING PARTS	PARTS WASHING AREA
PERMA-STEEL SHOT	CLEANING PARTS	BLASTING AREA
SAFETY KLEEN SOLVENT PREMIUM –	DEGREASING PARTS	THROUGHOUT FACILITY
PETROLEUM DISTILLATES		
SAFETY KLEEN IMMERSION CLEANER -	DEGREASING PARTS	THROUGHOUT FACILITY
DICHLOROBENZENE, METHYLENE CHLORIDE, CRESYLIC ACID		
SAFETY KLEEN 105 SOLVENT –	DEGREASING PARTS	SHAKERS, PARTS WASHING AREA
MINERAL SPIRITS, XYLENE		
TRANS CLEAN	CARBURETOR TESTING MACHINE	THROUGHOUT FACILITY
ZEP 0925 AND AGITRON 256	WASHING PARTS	PARTS WASHING AREA

# **FUELS**

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
GAS WELDING ROD	WELDING METAL	MAINTENANCE
KEROSENE	HEATERS	WAREHOUSE
METAL SOLDER	SOLDERING PARTS	BLASTING AREA
PROPANE	FORKLIFTS	SHIPPING & RECEIVING

# PAINT PRODUCTS

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
AEROSOL COATINGS, PAINTS	PAINT PARTS	CARBURATOR WASHING AREA
ALUMINUM LACQUER	PAINT PARTS	BLASTING AREA
LACQUER PAINT	PAINT PARTS	PAINT COATING AREAS

#### **ADHESIVES & EPOXIES**

	ADHERE PARTS	THROUGHOUT FACILITY
SHRSTANCE		LOCATION/BEPARTMENT

# **PESTICIDES**

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
CONTRACT RAT & MOUSE BAIT	PESTICIDE	THROUGHOUT FACILITY
LIQUA-TOX-RAT BAIT	PESTICIDE	THROUGHOUT FACILITY

#### **DEGREASERS/CORROSIVES**

SUBSTANCE	CHEMCIAL USE	LOCATION/DEPARTMENT
CAUSTIC SODA	STRIPPING PARTS	CARBURATOR WASHING AREA
CHROMIC ACID FLAKE	STRIPPING PARTS	CARBURATOR WASHING AREA
MURIATIC ACID	STRIPPING PARTS	CARBURATOR WASHING AREA
NITRIC ACID	STRIPPING PARTS	CARBURATOR WASHING AREA
SULFURIC ACID	STRIPPING PARTS	CARBURATOR WASHING AREA

#### **LUBRICATING FLUIDS**

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
MW150 MINERAL OIL	LUBRICATING PARTS	MAINTENANCE
PETROLEUM LUBRICATING OIL	LUBRICATING PARTS	MAINTENANCE
POWER STEERING FLUID	VEHICLE MAINTENANCE	WAREHOUSE
RONEX MP-LUBR. GREASE	LUBRICATING PARTS	MAINTENANCE

# **COMPRESSED GASES**

SUBSTANCE	CHEMICAL USE	LOCATION/DEPARTMENT
ACETYLENE	WELDING OPERATIONS	MAINTENANCE
OXYGEN	WELDING OPERATIONS	MAINTENANCE

AR4505 (REPRINT) O RECOVERY SERVICES

#### PREQUALIFICATION EVALUATION

0 F PAGE COMPLETED: 06/28/95

RUN: 06/29/95

CONTROL #:

242373-4 49758-7

ACCEPT FOR SHIPMENT BRANCH/SUBMITTER: 211804

LAB SURVEY #:

1006565

GENERATOR INFORMATION:

NEW YORK

CUSTOMER NUMBER: 2118-04-9760

COLUMBIA PRODUCTS 333 HAMILTON BLVD S PAINFIELD, NJ 07080

ATTN: LEE MULLICAN

BRANCH: 211804 - NEW YORK

GENERAL DESCRIPTION METAL DUST 11 NATURE OF BUSINESS: NONE FACILITY ADDRESS: MANIFEST STATUS: LQG BILLING ADDRESS: 333 HAMILTON BLVD S PAINFIELD, NJ 07080
PROCESS DESCRIPTION: PARTS BLASTING
GENERATION AMOUNT: 30 GALLON 30 GALLONS MONTHLY PART# : DATE SURVEY SIGNED: 06/02/95 .0. #: CONTACT: LEE MULLICAN TITLE: NONE PHN: 908-769-9100 CORPORATE REVIEW: DISPOSITION: ACCEPT FOR REVIEW DATE: 06/28/1995 FOR SHIP PART NUMBER: 0082108 WASTE. UNPROCESS -55 REVIEWERS: MJK APPROVED FED EPA#: NJ0002182897
STATE EPA#:
TELEPHONE: TELEPHONE: STATE AUTH: APPROVED DOT - SHIPPING DESCRIPTION RO HAZARDOUS WASTE, SOLID, N.O 9 NA3077 PG III (D006)(ERG#31) DRUM 0001048 N.O.S. US EPA WASTE CODES: 0006 0007 0008 REVIEW COMMENTS: \* OK FOR INCINERATION. THIS SERVES AS NOTICE PER FEDERAL AND STATE REGULATIONS THAT EACH FACILITY NOTED ABOVE HAS THE APPROPRIATE PERMITS, HAS CAPABILITY, HAS CAPACITY AND IS WILLING TO ACCEPT THE MATERIAL AS DESCRIBED IN THE APPROVAL SECTION.

ACCEPT FOR SHIPMENT

0 F PAGE

SAFETY-KLEEN CORP. NOTICE OF LAND DISPOSAL RESTRICTION OF WASTE

SAFETY-KLEEN CORP. 1200 SYLVAN STREET LINDEN, NJ 07036 EPA ID: NJD002182897

LINE NUMBER THE GENERATOR NOTED BELOW IS SHIPPING TO YOU A RESTRICTED WASTE UNDER FEDERAL AND STATE LAND DISPOSAL RESTRICTION REGULATIONS. FEDERAL AND STATE LAND DISPOSAL RESTRICTION REGULATIONS. IN ACCORDANCE WITH THESE REGULATIONS, THE GENERATOR HEREBY PROVIDES NOTICE THAT THE WASTE IS RESTRICTED AND THE EPA WASTE CODES AND APPROPRIATE TREATMENT STANDARDS ARE AS FOLLOWS:

0008 D007 HAZARDOUS WASTE CODES: 0006

NONWASTEWATERS TREATABILITY GROUP:

CALIFORNIA LIST PROHIBITED WASTES NICKEL (NI)

PROHIBITED LEVEL AND TREATMENT STANDARD PROHIBITED 134 MG/L

WASTE DESCRIPTION AND

TREATMENT/REGULATORY SUBCATEGORY OR REGULATED HAZARDOUS CONSTITUENT

CADMIUM (CD) CHROMIUM (CR) 0006 0007 LEAD (PB) D008

SAFETY-KLEEN SAMPLE NUMBER:

EPA WASTE

CODE

TREATMENT STANDARD CONCENTRATION OR TECHNOLOGY CODE

> 1.0 MG/L TCLP MG/L TCLP MG/L EP OR TCLP 5.0 5.0

NOTES:	·#	THESE TREATMENT STANDARDS DO NOT PRECLUDE SOLVENT RECOVERY OR
MUTEST	**	USE AS FUEL PRIOR TO LAND DISPOSAL.  WEE AS FUEL PRIOR TO LAND DISPOSAL.  NEW TREATMENT STANDARDS UNDER FEDERAL RULES EFFECTIVE 12-19-94

1006565

\*\*\* TREATMENT STANDARDS APPLICABLE IN CERTAIN HSWA-AUTHORIZED STATES. \*\*\*\*AND MEET UNIVERSAL TREATMENT STANDARDS EFFECTIVE 12-19-94.

GENERATOR NAME: COLUMBIA PRODUCTS	EPA ID:	
GENERATOR SIGNATURE (OPTIONAL):		
NAME & TITLE (OPTIONAL):	CONTROL NUMBER:	242373-4

R4505 (REPRINT) WASHER SERVICE D RECOVERY SERVICES	PREQUALIFICATION	EVALUATION	PAGE COMPLETED: REVISED: RUN:	
ACCEPT FOR SHIPMENT BRANCH/SUBMITTER: 211804 NEW YORK		CONTRO LA SURVE	8 #: 4	2373-4 9758-7 6565
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TOTAL			100.0	100.0
COMPOUND NAME NO VOLATILE ORGANICS DETE	: FID, FID	COMPOSITION OF:	VOLATILE ORGANICS (WT%) 100.0	TOTAL SAMPLE (WT%) 0.0
CODE: NONE CAS NUMBER	₹:		100.0	0.0
SPECIFIC ORGANIC COMPOSITION POLYCHLORINATED BIPHENYL	28 (PCBS): DETECT			LOR: 1248
		EWERS: TLM TLM L SUBMITTED: 06/6 M/ZN = 2835 PPM/F 8		W CASILE

THE ANALYSIS CONTAINED HEREIN ARE PERFORMED SOLELY FOR THE PURPOSE OF QUALIFYING THE ANALYZED MATERIALS FOR ACCEPTANCE BY SAFETY-KLEEN CORP. IN CCORDANCE WITH ITS PERMITS AND PROCESSING CAPABILITY.

NOTICE OF LAND DISPOSAL RESTRICTION OF WASTE IS REQUIRED.

\*\* ACCEPT FOR SHIPMENT

END OF DOCUMENT

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CONTROL #:
                                                                       242373-4
                                                                        49758-7
7RANCH/SUBMITTER: 211804
                                                           LA8 #:
                                                        SURVEY #:
                                                                      1006565
NEW YORK
GENERAL ANALYSIS OF TOTAL SAMPLE
                           RAY
0.1 WT%
100.0 WT% DES
FLASH AT 75 F
                          GRAY
  COLOR
  WATER CONTENT
                                        DESCRIPTION: SOLID
5 F BY SETAFLASH
  NON-VOLATILE RESIDUE
  FLAMMABILITY
                         NO
                            FLASH AT 142 F
RACT BY METER
                                             BY SETAFLASH
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  COMMENTS: PH SCREEN BY METER/SG BY BULK DENSITY/H20 ESTD BY DIFF
 EL EVALUATION OF HEAT CONTENT
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                         SAMPLE
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                                                                         62.0 WT%
                                             ASH UPON COMBUSTION
                                           TOTAL CHLORINE
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  TOTAL FLUORINE
                               0.1 WT%
                                                                          0.1 WT%
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                      BR:
                               0.1 WT%
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  TOTAL BROMINE
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METALS CONTENT
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                                  275
                                              COBALT
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                                                                       1446
        CADMIUM
                         CD:
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        CHROMIUM
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                                              MAGNESIUM
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        POTASSIUM
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                                 5145
                                              MOLYBDENUM
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        MANGANESE
        SODIUM
                         NA:
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                                              NICKEL
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                                                                       1452
        PHOSPHORUS
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        ANTIMONY
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                                              VANADĪUM
        THALLIUM
                                   74
                                 2835
                         ZN:
        ZINC
  COMMENTS: THE SAMPLE IS SATURATED WITH FE
                                                               APPEARANCE
ENERAL COMPOSITION:
                                COMPOSITION BY:
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                                                                  (VOL%)
                                                                             (WT%)
                0.0
 AQUEOUS PHASE
 ORGANIC PHASE
                                                                               0.0
                                                                     0.0
 BOTTOM SLUDGE
                 0.0
                                                                               0.0
                                                                  100.0
                                                                             100.0
 BOTTOM SOLID
                100.0
                                                                             100.0
 TOTAL
 TOTAL PHASE
                SPECIFIC GRAVITY:
                                    1.428
                                             VISCOSITY (CENTIPOISE): > 50000 CPS
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PREQUALIFICATION EVALUATION

\*\*\* ACCEPT FOR SHIPMENT

#4505 (REPRINT) WASHER SERVICE

RECOVERY SERVICES

ACCEPT FOR SHIPMENT

CONTINUED ON NEXT PAGE

PAGE

REVISED: RUN:

COMPLETED: 06/28/95

0F

06/29/95



# MIDDLESEX COUNTY UTILITIES AUTHORITY

P.O.BOX 8-1. SAYREVILLE, NEW JERSEY 08872-0086

908-721-3800 IFAXI 908-721-0206

Richard L. Fitamant, executive director donato J. Tanzi, acting chief engineer margaret M. Brennan. Comptonler John A. Hila, Counsel

November 17, 1994

Mr. Michael A. Cancilla President Columbia Products, Inc. 333 Hamilton Blvd. South Plainfield, NJ 07080

LUV 91045451

Dear Mr. Cancilla:

Your Pretreatment/Residual Waste Survey Questionaire, dated October 14, 1994, regarding the discharge from your facility has been reviewed by the Authority staff.

This letter will approve the acceptability of the discharge in accordance with the discharge procedures, volumes, and constituent concentrations stipulated in your survey, and consistent compliance with Article III "Requirements as to Sewage Discharge" setforth in the Authority's Rules and Regulations. (Attachment I).

At this time, no permits will be issued in accordance the Authority's Industrial Pretreatment Program. However, the Authority shall be notified prior to any change in operations and materials used in the operation which may alter the proposed wastewater discharge volumes and/or characteristics. After an evaluation by the Authority, a determination will be made on the acceptability and permit requirements for the new wastewater discharge.

Furthermore, approval for this discharge must be received from the South Plainfield Boro. Engineer (Richard J. Naberezny (908) 754-9000) who has jurisdiction over the local sewer.

If you have any questions, please contact Kevin Aiello, or myself, at the above number.

Very truly yours,

Michael G. Lopez

Industrial Pretreatment

Systems Engineer

enc. KTA:ml

cc: R. Naberezny, S. Plainfield Boro. Eng.



908 -754 - 900 0

BOROUGH O SOUTH PLAINFIELD

MIDDLESEX COUNTY . NEW JERSEY

480-94

December 1, 1994

Interactive Environmental Compliance Corp.

717 E. Jericho Turnpike Suite 177

Huntington Station, NY 11746

Attn: Ms. Sherry Schirripa

Safety, Health and Environmental Manager

RE: Block 256 Lot 1

333 Hamilton Boulevard

Dear Ms. Schirripa:

I have reviewed your report and letter from MCUA and I find that the wastewater discharge from Columbia Products is acceptable for discharge into the Borough's Sanitary Sewer System.

Very truly yours,

Richard J. Naberezny

Borough Engineer

RJN/db

cc: Columbia Products - Mr. Michael Cancilla MCUA - Michael G. Lopez - Industrial Pretreatment Systems Engineer

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2480 PLAINFIELD AVENUE

SOUTH PLAINFIELD

**NEW JERSEY** 

1 14:43 FAX 5164242127 INTERACTI

\_\_

15164242127 P.04

図 001

ENVIROTECH RESEARCH, INC.

\* OCT-14-1994 14:04 FROM ENVIROTECH RESEARCH

Site: Columbia Products

Lab Job No: H593/H631

Date Sampled: 9/22/94
Date Received: 9/22/94

Date Analyzed: 9/27/94

Matrix: WATER

QA Batch 1073

CHEMICAL OXYGEN DEMAND

Quantitation Limit for COD is 10 mg/l for an undiluted sample.

FAX 5164242127 11/29/94 14:45

DCT-14-1994 14:15 FROM ENVIROTECH RESEARCH

TO

15164242127 P.02

ENVIROTECH RESEARCH, INC.

Site: Columbia Products

Lab Job No: H593/H631

Date Sampled: 9/28/94 Date Received: 9/28/94

Matrix: WATER

BOD

Envirotech Sample #

Client ID

Analytical Result Units: mg/l

12883

Effluent

< 1.0

FROM ENVIROTECH RESEARCH OCT-14-1994 14:03

TO

P.03 15164242127

# ENVIROTECH RESEARCH, INC.

Site: Columbia Products

Lab Job No: H593/H631

Date Sampled: 9/22/94 Date Received: 9/22/94

Date Analyzed: 9/27/94

Matrix: WATER

QA Batch 1081

# TOTAL SUSPENDED SOLIDS

Envirotech Sample #	Client ID	Dilution <u>Factor</u>	Units: mg/l
13562	Eff-92294	2.5	88

Quantitation Limit for TSS is 4.0 mg/l for an undiluted sample.

OCT-14-1994 14:03 FROM ENVIROTECH RESEARCH

ΤO

15164242127 P.02

# ENVIROTECH RESEARCH, INC.

Site: Columbia Products

Lab Job No: H593/H631

Date Sampled: 9/22/94 Date Received: 9/22/94 Date Extracted: 9/23/94 Date Analyzed: 9/26/94

Matrix: WATER

QA Batch 2915

# PETROLEUM HYDROCARBONS

Envirotech	Client ID	Dilution	Analytical Result	
Sample #		Factor	Units: mg/l	
13562	Eff-92294	1.0	ND	

Quantitation Limit for Petroleum Hydrocarbons is 1.0 mg/l for an undiluted sample.

**2**001

15164242127 P.01

# Envirotech research. Inc.

Site: Columbia Products

Lab Job No.: H593/H631

Date Sampled: 9/22/94 Date Received: 9/22/94

Matrix: WATER

Date Analyzed: 9/22/94

QA Batch 1301

pН

Envirotech pН Sample # Client ID Standard Units 13562 Eff-92294 6.43

X - The maximum holding time specified in 40 CFR 136.3(e) for Chlorine (total residual), Hydrogen Ion (pH), Dissolved Oxygen (probe), Sulfite and Temperature is "Analyze immediately". The NJDEPE Office of Quality Assurance interprets this to mean within 15 minutes. Analysis outside holding time may not be reported to NJDEPE for water pollution or drinking water programs. OCT 31 '95 14:53 FR 2-118-04 BOUND BROOK 908 356 3294 TO 6687970

PARE COMPLETED: 09/25/95 REVISED: 09/27/95 RUN: 09/24/95

ACCEPT FOR SHIPMENT

CONTROL #: 3500360-7 LAB #: 6439500360-7 SURVCY #: 1007294

3500360~5

RANCH/SUBMITTER: 211804

INFRATOR INFORMATION: CUSTOMER NUMBER: 2118-04-9766

ARTS WASHER HERVICE

LUID RECOVERY SERVICES

COLUMBIA PRODUCTS
38 HAMILTON BLVD
S PLAINFIELD, NJ 07080

ATTN: LEE MULLIAN

BRANCH: 211804 - NEW YORK

ENERAL DESCRIPTION: 1AF PAINT HOOTH FILTERS ATURE OF HUSINESS: CARBURATUR MEG S.J.C.:
ACTURE OF HUSINESS: CARBU

SIMILIST

908-769-9100

ACCEPY FOR SHIPMENT

OCT 31 '95 14:53 FR 2-118-04 BOUND BROOK 908 356 3294 TO 6687970 P.03/05 ARTS. WASHER SERVICES COMPLETED: 09/2-/95 REVISED: 09/27/05 RIN: 09/28/95 ACCEPT FOR SHIPMENT 4400360-5 CONTROL LAB #: 6439500360../ RANCH/SUBMITTER: 211804 SURVEY #: 1007294 M YORK DRPORATE REVIEW: PART NUMBER: 0082250 WASTE, PREJITER, 5561 REVIEWERS: MJK PROBATE REVIEW:
SPOSITION: ACCEPT FOR SHIP P.
VIEW DATE: 02/06/1995
PPROVED FACILITIES:
SAFFTY-KLEEN CORP.
1722 COOPER CREEK ROAD
OF NTON, TX 76208 FED EPA#: TXD077603371 TATE EPAN: 65124 FELEPHONE: 8173832611 TATE AUTH:
PPROVED DOT - SHIPPING DESCRIPTION
0002779 DRUM OF BULK PAIN PÄINT HOOTH FILTERS (NOT USDOT HAZARDOUS CA 352 TX OUTS 0291 OUTS4091 STATE/PROV. CODES: TX 4091 S EPA WASTE CODES: NONE EVIEW COMMENTS: USA LPA WASTE CHARACTERISTICS AND/OR CALLEGRNIA WASTE CATEGORY WERE HASEN ON GENERATOR'S KNOWLEDGE OF WASTE. NOT THIS ANALYSIS. OK FOR THERMAL DESTRUCTION. GENERATOR

PROPER SHIPPING DESCRIPTION WAS BASED ON THIS SINGLE ANALYSIS. GENERAL MUST CERTIFY THAT SHIPMENT IS NOT HAZARDOUS. PER COMPANY POLICY, FRS CUSTOMERS MUST COMPLETE GENERATOR CERTIFICATION WITH EACH SHIPMEN! AND BRANCH WILL FILE IN CUSTOMER RECORDS.

THIS CONTROL NUMBER IS ASSOCIATED WITH A BLANKET CONTROL NUMBER AND SO WILL HAVE MULTIPLE SURVEYS ASSOCIATED WITH IT.

NO WA STATE WASTE CODES.

HIS SERVES AS NOTICE PER FEDERAL AND STATE REGULATIONS THAT EACH FACILITY OF ABOVE HAS THE APPROPRIATE PERMITS. HAS CAPABILITY. HAS CAPACITY AND SUILLING TO ACCEPT THE MATERIAL AS DESCRIBED IN THE APPROVAL SECTION.

ACCEPY FOR SHIPMENT

** OCT 31 '95 14:53 FR 2-118-04 BOUND BROOK 908 356 3294 TO 6687970 TS WASHER SERVICE REVIS	
ACCEPT FOR SHIPMENT CONTROL #:	3500360-5
NCH/SUBMITTER: 211864 LAB #: 643 SURVEY #:	
FRAL ANALYSIS OF TOTAL SAMPLE	
## ## ## ## ## ## ## ## ## ## ## ## ##	
EVALUATION OF TOTAL SAMPLE  IEAT CONTENT : 7100 BTU/LH ASH UPON COMBUSTION :  TOTAL FLUORINE F: < 0.1 WT% TOTAL CHLORINE CL:  OTAL BROMINE BR: < 0.1 WT% TOTAL SULFUR S:	24.8 WT% 1.2 WT% 0.3 WT%
RERAL COMPOSITION: COMPOSITION BY: APPENT	
REANIC PHASE (FEEDSTOCK)	7.9 6.9 7.0 6.0 7.0 7.0 7.0 7.0 7.0
COTAL	0.00.0
INTAL PHASE SPECIFIC GRAVITY: .500 VISCOSITY (CENTIPOISE):	
CIFIC COMPOSITION OF TOTAL SAMPLE COMPOSITION OF: 10 SAME (W	PLE SAMPLE
MATER CONTENT SERVICE	4.8 6.8 46.8 9.9 9.9
10174	0.0 100.0
ATTLE URGANIC CUMPOSITION OF TOTAL SAMPLE BY GAS CHROMATOGRAPH MPLE PREPARATION METHODS: CS2-EXTRACT	Υ
FID. FID. COMPOSITION OF: VOLAT ORGAN	ICS SAMPLE
MPQUND NAME UTAL OTHERS (<1.0% EACH) CODE: TO CAS NUMBER:	T\$) (WT\$) .0 0.0
TAL JOG	. 6 0 - 6
POIFIC ORGANIC COMPOSITION POLYCHLORINATED BIPHENYLS (PCBS): NONE DETECTED (	

\* ACCEPT FOR SHIPMENT

OCT 31 '95 14:54 FR 2-118-04 BOUND BROOK 908 356 3294 TO 6687970

12 MASHER SERVICE TO RECOVERY SERVICES

P.05/05 REVISED: 09/27/95 RUN: 09/28/95

ACCEPT FOR SHIPMENT

NCH/SUBMITTER: 211804

CONTROL #: 3500360-5 LAB #: 6439500360-/ SURVEY #: 1007794

SEG CODE: PEVIFWERS: XXX XXX IAN: CORPORATE REVIEW ANALYZED: 62/86/95 SUBMITTED: 02/02/95

ORATORY REVIEW: A

ANALYSIS CONTAINED HEREIN ARE PERFORMED SOLELY FOR THE PURPOSE OF ALIFYING THE ANALYZED MATERIALS FOR ACCEPTANCE BY SAFFTY-KLEEN CORP. IN CORDANCE WITH ITS PERMITS AND PROCESSING CAPABILITY.

V 1 S 1 O N N O T E S FACILITY FROM: 000658

\*\* (09/27/95) \*\*

TU:000000

TICE OF LAND DISPOSAL RESTRICTION OF WASTE IS NOT REQUIRED.

END OF DOCUMENT

\*\* ACCEPT FOR SHIPMENT

#### III. Air Sampling Results:

This report summarizes the ventilation measurements that were performed in your facility on April 30, 1998.

Area/Department	Analyte	Results	AGGIE ILVETWA	ACGUE SHEAT	Comments
In aisles of soldering department	Toluene	<5 ppm	377 mg/m3	560 mg/m3	Below exposure limits
Washing Area	Nitric Acid	<1 ppm	2 ppm	4 ppm	Below exposure limits
Washing Area	Sulfuric Acid	<1 mg/m3	1 mg/ m3	3 mg/ m3	Below exposure limits
Washing Area	Hydrochloric Acid	BDL	C 5 ppm	C 5 ppm	Below exposure limits
Washing Area	Chromic Acid	BDL	0.05 mg/m3	NA	Below exposure limits

#### \*\*\* NOTE \*\*\*

Air Sampling Equipment: The equipment used to sample for the acids and ammonia was a direct reading sampling pump made by National Drager Inc. The tube is attached to a pump that pumps for the designated amount of strokes. The result can be directly read off of the tube and is indicated by a color change.

The purpose of using Drager tubes is to obtain an exposure range for the parameters that are sampled in the facility. If levels were significant for any one parameter, further sampling would be indicated and performed at a later date. None of the parameters sampled require further sampling to be performed.

<u>TLV-TWA</u>: The time weighted average concentration (TWA) to which the workers can be exposed for a normal 8-hour workday and a 40-hour workweek without adverse effect.

STEL: The concentration to which workers can be exposed to continuously for a short period of time without adverse effect. It is a 15-minute exposure that should not be exceeded any time during the day.

Ceiling Limit: The concentration that should not be exceeded during any part of the working exposure.

BDL: Below detectable limits

Of the samples taken, none of the results were in the range of the TLV level and, therefore, do not necessitate further sampling or action at this time. Periodic monitoring will be performed to assure that the exposures are within the acceptable ranges.

There is a Respiratory Protection Program for this facility. The workers have the option of wearing the equipment during certain operations and they do receive yearly training and fit testing.

Monthly Service Report For: Columbia Products Inc.

# I. September Services:

#### A. On Site Services:

- 1. On September 19, 1996 oil mist air sampling was performed at your facility in all areas. The levels were approximately 1 mg/m3 which is significantly below the allowable TLV or PEL for this material. If needed in the future, we can perform eight hour TWA sampling to determine actual worker exposure limits.
- 2. A Monthly Safety Accessory Inspection was also performed on this day. Attached are the results of this inspection.
- B. Research & Development:

None provided.

- C. Additional Services:
- 1. The MSDS binder is updated on a monthly basis, as needed.
- 2. It was verbally confirmed that Sal ordered the plumbed eye wash unit and it will be installed as soon as it arrives at the facility.

Monthly Service Report For: Columbia Products Inc.

#### III. Air Monitoring Results:

A. This report summarizes the results of the air monitoring performed on April 2, 1997. The results attached are from the sample taken with a Casella/BGI Inc. air sampling pump. The sample was taken in the breathing zone of the employee working in the area of the equipment.

Client ID: 040297014 = breathing zone sample

Analyte	Result in mg/m3	TLV-TWA in mg/m3
Silver	<0.002	0.1
Barium	<0.002	0.5
Cadmium	<0.002	0.01
Copper	0.004	1.0
Nickel	<0.002	1.0
Selenium	<0.002	0.2
Zinc	0.003	10.0
Iron	0.076	5.0
Manganese	<0.002	0.2
Lead	<0.002	0.05
Arsenic	<0.002	0.01
Chromium	<0.002	0.5

#### \*\*\*EXPLANATION\*\*\*

mg/m3 = milligrams per meter cubed of air

<u>TLV-TWA:</u> is the time weighted average (TWA) concentration that workers can be exposed to over an 8 hour workday during a 40 hour work week without adverse effect.

#### Results:

The results of this sampling indicate that the levels are well below the acceptable limits for all of these metals. This is excellent since an effort was made both with engineering and administrative methods to reduce the exposure. These levels demonstrate that the methods were successful.

It is important that the new methods continue to be used in this area. The methods used were primarily better housekeeping and better enclosure of the metal dust. The bags inside the Blasting Machines must be changed at least every 6 months, or as is indicated.

Service Report
For:
Columbia Products Inc.



April 17, 1997

Sherry Schirripa Interactive Environmental 777 Old Country Road Plainview, NY 11803

Re: Columbia

Dear Ms. Schirripa;

Enclosed please find the Laboratory Analysis Report(s) for sample(s) received on April 14, 1997. American Analytical Laboratories, Inc. analyzed the samples, on April 14, 1997 for the following;

CLIENT ID	ANALYSIS
040297014	Total Metals

If you have any questions or require further information, please call at your convenience. American Analytical Laboratories, Inc. would like to thank you for the opportunity to be of service to you.

Best Regards,

American Analytical Laboratories, Inc.

Client: Interactive Environmental	Client ID: Columbia (040297014)
Date received: 4/14/97	Laboratory ID: 9713761
Date extracted: 4/14/97	Matrix: Air
Date analyzed: 4/14/97	Contractor: 11418

# **METALS ANALYSIS**

PARAMETER	Results mg/m <sup>3</sup>
SILVER,Ag	<0.002
BARIUM, Ba	<0.002
CADMIUM, Cd	<0.002
COPPER, Cu	0.004
NICKEL, Ni	<0.002
SELENIUM, Se	<0.002
ZINC, Zn	0.003
IRON, Fe	0.076
MANGANESE, Mn	<0.002
LEAD, Pb	<0.002
ARSENIC, As	<0.002
CHROMIUM, Cr	<0.002





350

21 W

08

0.8

#### Table 1.1 (Cont) Results of the Analysis for PCBs in Wipes WA # 1-262 Cornell Dubitier Electronics

Sample ID Location	06591 Big 5a Floor		08593 Bidg 5a Office		08595 Bidg Sa Work		_	8597 10 Comp	08599 Bidg 9a Floor	
	Conc µg/100cm²	MDL µg/100cm²	Conc	MDL	Conc µg/100cm²	MDL	ha\100cm <sub>3</sub>	MDL	Conc µg/100cm²	MDL
AROCLOR 1016	U	0.8	U	0.8	U	0.8	U	0,8	U	08
AROCLOR 1221	Ų	1.5	Ŭ	1.5	ŭ	1.5	ŭ	1.5	ŭ	. 5
AROCLOR 1232	U	0.8	Ú	0.8	Ŭ	0.8	ŭ	0.8	ŭ	0.8
AROCLOR 1242	U	0.8	Ú	0.8	ũ	0.8	ŭ	0.8	บั	0.8
AROCLOR 1248	U	08	Ü	0.8	Ū	0.8	ŭ	0.8	ŭ	0.8
AROCLOR 1254	70	0.8	2.0	0.8	ŭ	0.8	2.0	0.8	16 W	0.8
AROCLOR 1260	17	0.8	Ü	0.8	ŭ	0.8	0.9 W	0.8	ัน	0.8

Sample ID Location	Bldg	S Fibor MDL pg/100cm²	Uh 08i Bidg 5 Conc	MDL	Bidg ! Conc	Manual Para Section 1997	Conc	8607 g 5 AC MDL µg/100cm²		309/Va Table MOL µg/100cm²	Roy
AROCLOR 1018	U	0.8	IJ	0.8	14	0.8	· · · · · · · · · · · · · · · · · · ·	0.8	11	0.8	•
AROCLOR 1221	Ū	1,5	ũ	1.5	ŭ	1.5	ŭ	1.5	ŭ	1,5	
AROCLOR 1232	Ü	0.8	Ŭ	0.8	ŭ	0.8	ŭ	8.0	ŭ	0.8	
AROCLOR 1242	Ũ	0.8	บั	0.8	Ů	0.8	ű	0.8	ü	0.8	
AROCLOR 1248		0.8	ŭ	0.8	ŭ	0.8	ŭ	0.8	ŭ	0.8	
4000 00 4004	242						•		•	<b>4.0</b>	

9.9

1.1 W

8.0

0.8

180 W

500

0.8

8,0

W Jenotes weathered

AROCLOR 1254

AROGC № 1260

210

24 W

0.8

0.8

"W" denotes weathered

Sample ID Location	08611 Bidg 2 Floor		08613 Bidg 3 counter		08615 Bidg 3 Floor		08619 Field Blank		
	Conc µg/100cm²	MDL µg/100cm²	pg/100cm²	MDL	Conc µg/100cm²	MDL µg/100cm²	Conc µg/100cm²	MDL	
AROCLOR 1016	υ	0.8	U	0.8	U	0.8	U	0.8	
AROCLOR 1221	Ü	1.5	Ŭ	1.5	ŭ	1,5	Ü	1.5	
AROCLOR 1232	U	0.8	Ū	0.8	ū	0.8	ŭ	0.8	
AROCLOR 1242	. บ	0.8	υ	0.8	ย์	0.8	ŭ	0.8	
AROCLOR 1248	U	8.0	Ù	0.8	·ŭ	0.8	ŭ	0.8	
AROCLOR 1254	4.6	0.8	Ū	0.8	8.6	0.8	ŭ	0.8	
AROCLOR 1260	ť	8.0	, Ŭ	0.8	4.7 W	0.8	ŭ	0.8	

0,8

0.8

62

5.9 W

"W" denotes weathered.

# Table 1.1 Results of the Analysis for PCBs in Wipes WA # 1-262 Cornell Dubilier Electronics

Sample ID Location	BLK03249701		08561 Bidg 6 Shelf		08563 Bidg 6 Table		08565		08567	
	Cans µg/100cm²	MDL µg/100cm²	Conc	MDL	Conc	MDL	Conc	3 Floor MDL µg/100cm²	Conc	3 Table MDL µg/100cm²
AROCLOR 1016	υ	0.8	ប	0.8	ŭ	0.8	u	0.8	U	Λ.ο.
AROCLOR 1221	Ü	1.5	ũ	1.5	ŭ	1.5	Ü	1.5		0.8
AROCLOR 1232	U	0.8	ŭ	0.8	ŭ	0.8	· ŭ	0.8	ü	1.5
AROCLOR 1242	U	0.8	ŭ	0.8	ŭ ·	0.8	ŭ	0.8	•	0.8
AROCLOR 1248	Ü	0.8	ŭ	0.8	Ü	0.8	<u> </u>		U	0.8
AROCLOR 1254	ũ	08	5.0	0.8	0.4 J	0.8	Ų	0.8	U	0.8
AROCLOR 1260	บั	0.8	Ü	0.8	0.43	0.8	7, <b>3</b> U	0.8 0.8	1.5 U	0.8 0.8

Sample ID Location	0,8569 Bldg 13 Counter		08571 Bidg 18 Oven		08573 Bldg 18 Bench		08575 Bldg 18 Floor		08577	
	Conc	MDL ug/100cm²	Conc	MDL	Conc µg/100cm²	MDL µg/100cm²	Conc µg/100cm²	MDL	Conc	Low Cont MDL µg/100cm²
AROCLOR 1016	U	0.8	u	0.8	Ü	0.8	U	0.8	U	0.0
AROCLOR 1221	บ	1.5	ũ	1.5	ü	1.5	ŭ	1.5	Ü	0.8
AROCLOR 1232	Ú	0.8	Ū.	0.8	ŭ	0.8.	ŭ	0.8	U ·	1.5
AROCLOR 1242	Ü	0.8	ŭ	0.8	ŭ	0.8	u	0.8	Ü	·0.8
AROCLOR 1248	Ū	0.8	ŭ	0.8	ŭ	0.8	U	0.8	_	0.8
AROCLOR 1254	ü	0.8	3.2	0.8	89	0.8	7.5		U	0.8
AROCLOR 1260	Ū	0.8	Ü	0.8	82 W	0.8	4.9 W	0.8 0.8	6,4 U	0.8 0,8

<sup>&</sup>quot;W" denotes weathered

Sample ID Location		08579 Big 14 Floor		08581 Bidg 14 Desk		08585 Bidg 11 Floor		08587 Bldg 12 Floor		08589	
	Conc µg/100cm²	MDL	Conc	MDL	Conc µg/100cm²	MDL µg/100cm²	Conc	MDL µg/100cm²	Conc µg/100cm²	2 Table MDL µg/100cm²	
AROCLOR 1016	υ	0.8	U	0.8	U	0.8	U	0.8	U	^*	
AROCLOR 1221	ŭ	1.5	ŭ	1.5	ŭ	1,5	Ü,	*	_	0.8	
AROCLOR 1232	Ū	0.8	ŭ	0.8	ŭ	0.8	Ü	1.5 0.8	Ü	1.5	
AROCLOR 1242	Ū	0.8	ũ	0.8	ŭ	0.8	Ŭ		Ų	0.8	
AROCLOR 1248	Ŭ	0.8	ŭ	0.8	· ŭ	0.8	Ü	0.8	Ų	0.8	
AROCLOR 1254	1.9	0,8	ŭ	0.8	9.2	0.8	_	0.8	Ų	0.8	
AROCLOR 1260	Ü.	0.8	ŭ	0.8	3.9 W	0.8 0.8	13 12 W	8.0 8.0	ย	8.0 0,8	

<sup>&</sup>quot;W" denotes weathered

# U.S. Department of Labor

Occupational Safety and Health Administration Avenel Area Office 1030 St. Georges Ave. Suite 205 Avenel, New Jersey 07001-1394 908-750-3270



July 23, 1997

Michael Cancilla, President Columbia Products, Inc. 333 Hamilton Blvd. South Plainfield, NJ 07080

Dear Mr. Cancilla:

The following is a summary of the personal air sampling and wipe sampling conducted at your company on 6/19/97. The air sampling was conducted Gilian medium flow pumps calibrated before and after use. Wipe sampling was performed using 37 mm glass fiber filters treated with isopropyl alcohol. This data must be maintained in your files in accordance with 29 CFR 1910.1020 (d)(1). Employees shall be informed of the existence of these records, and shall be granted access to them in accordance with 29 CFR 1910.1020 (g) and 1910.1020 (e) respectively.

Employee	Department and/or job	Sample Time (min)	Measured Exposure (mg/m3)	OSHA PEL (mg/m3)	Chemical substance sampled
Juan Vicunia	Parts Cleaner	240	0.002	0.5	PCBs (54% Cl)
Jairo Reyna	Carb breakdown	240	0.0037	0.5	PCBs (54% Cl)
Louie Pena	Alternator rebuild	240	0.0170	0.5	PCBs (54% Cl)

Wipe sampling results are as follows:

Top of locker #4 13 ug
Interior locker #4 10.8 ug
Cubby hole near locker #127 16.9 ug
Sharp microwave (ser. no. R2M56) 24.9 ug
Work surface Alternator rebuild 7.9 ug
Work surface Carburetor breakdown 4.6 ug

I am also including NIOSH recommendations for Polychlorinated Biphenyls (PCBs).

Sincerely,

Joseph J. Czapik Industrial Hygienist

# II. Air Monitoring and Wipe Sampling Results:

#### A. Air Monitoring:

This report summarizes the results of the air monitoring performed on May 16, 1997. The results attached are from the sample taken with Casella/BGI Inc. air sampling pumps for low flow and for high volume sampling.

Client ID: 970516015 = breathing zone sample - Juan Ortega 970516010 = breathing zone sample - Luis Garces 970516HV001 = general area sample - Maintenance Area

Sample #	Analyte	Flow Rate LPM	Volume- Liters	Result in mg/m3	TLV-TWA in mg/m3
970516015	РСВ	.19	40.8	<0.005	.5 (54% CI)
970516010	РСВ	.19	39.9	<0.005	same as above
970516HV001	PCB	6	1080	<0.005	same as above

#### \*\*\*EXPLANATION\*\*\*

mg/m3 = milligrams per meter cubed of air

<u>TLV-TWA:</u> is the time weighted average (TWA) concentration that workers can be exposed to over an 8 hour workday during a 40 hour work week without adverse effect.

LPM: liters per minute

#### Results:

The results of this sampling indicate that the levels are well below the acceptable limits for PCB'S. No further sampling is required at this time.

#### Methodology:

- 1. Low flow personal monitors were placed onto the individuals. The sampling and analytical Method 5503 for PCB'S was followed for this sampling. The media used was 13-mm glass fiber + florisil, 100mg/50mg filters + solid sorbent.
- 2. The high flow sample was taken with a match weighted filter that was analyzed for PCB'S.

Monthly Service Report For: Columbia Products Inc.

#### B. Wipe Sampling:

Wipe sampling was also performed on this day throughout the facility. Attached are the laboratory results for several types of PCB'S on each sample.

#### Methodology:

The wipe samples were taken with one Wash 'n Dri towelette for each sample. The towelette was dipped in Hexane and then a 12 X 12 sample was taken from the designated surface area. Latex medical gloves were worn for the sampling and changed after each sample. Each sample was folded and placed into a ziplock plastic bag, labelled, and taken to the laboratory for analysis.

#### **Control Measures:**

Based on the results, we are aware that there is PCB contamination in several areas throughout the facility. The PCB'S found were Aroclor-1254 and Aroclor-1260 and no other type of PCB. This is consistent with the sampling performed by the EPA at Columbia as well as the other buildings on the grounds.

We have already taken measures to assure that the workers are protected with the mandatory use of the following PPE:

- \*safety glasses
- \*gloves when possible
- \*disposable dust masks

PCB Awareness Training was performed on May 19, 1997 for all employees. The workers are aware that they have to try to minimize their exposure as best as possible and were reminded of the following:

- \*wash hands prior to eating, smoking, drinking
- \*eating and drinking in designated areas only (lunchroom)
- \*smoking is permitted outside the facility only
- \*changing contaminated clothes and washing them as soon as possible
- \*do not bring exposures home
- \*dusting/kicking off shoes prior to entering the facility or their cars

These measures must stay in effect until complete cleanup is performed by the licensed cleanup company.

Monthly Inspection Report For: Columbia Products Inc.



May 20, 1997

Sherry Schirripa Interactive Environmental 777 Old Country Road Plainview, NY 11803

Re:

Columbia

Dear Mr. Schirripa;

Enclosed please find the Laboratory Analysis Report(s) for sample(s) received on May 19, 1997. American Analytical Laboratories, Inc. analyzed the samples, on May 19, 1997 for the following;

CLIENT ID	ANALYSIS
Juan Orlega Testing	PCB Analysis in Air
Luis Garces Assembly	PCB Analysis in Air
Maintenance Aisle	PCB Analysis in Air
Office Area-Donna's Desk	PCB Analysis in Wipes
Work Station-Carb Assembly	PCB Analysis in Wipes
Warehouse-Far Right Floor	PCB Analysis in Wipes
Warehouse Far Left Floor	PCB Analysis in Wipes
Aisle Floor Testing Area	PCB Analysis in Wipes
Breakdown Table	PCB Analysis in Wipes
Rack & Pinion0-Oil-Unit From '77	PCB Analysis in Wipes
Entrance Wood Table	PCB Analysis in Wipes
Mike's Desk	PCB Analysis in Wipes
Aisle Floor-Blasting Area	PCB Analysis in Wipes

If you have any questions or require further information, please call at your convenience. American Analytical Laboratories, Inc. would like to thank you for the opportunity to be of service to you.

Best Regards,

American Analytical Laboratories, Inc.

Client: Interactive	Client ID: Columbia
	(Juan Orlega Testing)
Date received: 5/19/97	Laboratory ID: 9715260
Date extracted: 5/19/97	Matrix: Air
Date analyzed: 5/19/97	Contractor: 11418

PARAMETER	CAS No.	Results mg/m <sup>3</sup>
AROCLOR-1016	12674-11-2	< 0.005
AROCLOR-1221	1104-28-2	< 0.005
AROCLOR-1232	11141-16-5	< 0.005
AROCLOR-1242	53469-21-9	< 0.005
AROCLOR-1248	12672-29-6	<0.005
AROCLOR-1254	11097-69-1	<0.005
AROCLOR-1260	11096-82-5	<0.005



Client: Interactive	Client ID: Columbia	
	(Luis Garces Assembly)	
Date received: 5/19/97	Laboratory ID: 9715261	
Date extracted: 5/19/97	Matrix: Air	
Date analyzed: 5/19/97	Contractor: 11418	

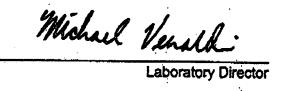
PARAMETER	CAS No.	Results mg/m <sup>3</sup>
AROCLOR-1016	12674-11-2	< 0.005
AROCLOR-1221	1104-28-2	< 0.005
AROCLOR-1232	11141-16-5	<0.005
AROCLOR-1242	53469-21-9	< 0.005
AROCLOR-1248	12672-29-6	< 0.005
AROCLOR-1254	11097-69-1	< 0.005
AROCLOR-1260	11096-82-5	< 0.005



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Client: Interactive	Client ID: Columbia	
	(Maintenance Aisle)	
Date received: 5/19/97	Laboratory ID: 9715262	
Date extracted: 5/19/97	Matrix: Air	
Date analyzed: 5/19/97	Contractor: 11418	

PARAMETER	CAS No.	Results mg/m <sup>3</sup>
AROCLOR-1016	12674-11-2	<0.005
AROCLOR-1221	1104-28-2	<0.005
AROCLOR-1232	11141-16-5	<0.005
AROCLOR-1242	53469-21-9	<0.005
AROCLOR-1248	12672-29-6	<0.005
AROCLOR-1254	11097-69-1	<0.005
AROCLOR-1260	11096-82-5	< 0.005



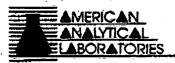


Client: Interactive	Client ID: Columbia
,	(Office Area-Donna's Desk)
Date received: 5/19/97	Laboratory ID: 9715263
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	1,475
AROCLOR-1260	11096-82-5	<1

Michael Venalli

Laboratory Director



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Client: Interactive	Client ID: Columbia	
	(Work Station-Carb Assembly)	
Date received: 5/19/97	Laboratory ID: 9715264	
Date:extracted: 5/19/97	Matrix: Wipe	
Date analyzed: 5/19/97	Contractor: 11418	

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	485
AROCLOR-1260	11096-82-5	<1

Michael Venald

Laboratory Director



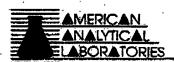
	•
Client: Interactive	Client ID: Columbia
	(Warehouse Far Right Floor)
Date received: 5/19/97	Laboratory ID: 9715265
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

TO

# EPA METHOD 608/8080 AROCLORS

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	1,434
AROCLOR-1260	11096-82-5	<1

Michael Ven



Client: Interactive	Client ID: Columbia
	(Warehouse Far Left Floor)
Date received: 5/19/97	Laboratory ID: 9715266
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	4,053
AROCLOR-1260	11096-82-5	<1

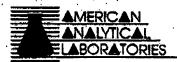




Client ID: Columbia
(Aisle Floor Testing Area)
Laboratory ID: 9715267
Matrix; Wipe
Contractor: 11418

CAS No.	RESULTS ug/sq ft.
12674-11-2	<1
1104-28-2	<1
11141-16-5	<1
53469-21-9	<1
12672-29-6	<1
11097-69-1	904
11096-82-5	<1
	12674-11-2 1104-28-2 11141-16-5 53469-21-9 12672-29-6 11097-69-1





TO

Client: Interactive	Client ID: Columbia
	(Breakdown Table)
Date received: 5/19/97	Laboratory ID: 9715268
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

CAS No.	RESULTS ug/sq ft.
12674-11-2	<1
1104-28-2	<1
11141-16-5	<1
53469-21-9	<b>21</b>
	<1
	8
	-1
	12674-11-2 1104-28-2



Client: Interactive	Client ID: Columbia (Rack & Pinion-Oil Unit From '77)	
	The state of the s	
Date received: 5/19/97	Laboratory ID: 9715269	
Date extracted: 5/19/97	Matrix: Wipe	
Date analyzed: 5/19/97	Contractor: 11418	

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	14
AROCLOR-1260	11096-82-5	<1

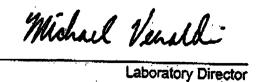
Michael Venall.

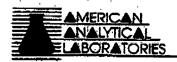
**Laboratory Director** 



Client: Interactive	Client ID: Columbia
	(Entrance Wood Table)
Date received: 5/19/97	Laboratory ID: 9715270
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

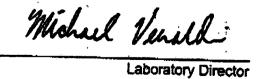
PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254	11097-69-1	13
AROCLOR-1260	11096-82-5	





Client: Interactive	Client ID: Columbia
	(Mike's Desk)
Date received: 5/19/97	Laboratory ID: 9715271
Date extracted: 5/19/97	Matrix: Wipe
Date analyzed: 5/19/97	Contractor: 11418

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<u> </u>
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	
AROCLOR-1254	11097-69-1	<1
AROCLOR-1260	11096-82-5	21





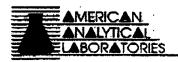
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Client: Interactive	Client ID: Columbia	
	(Aisle Floor Blasting Area)	
Date received: 5/19/97	Laboratory ID: 9715272	
Date extracted: 5/19/97	Matrix: Wipe	
Date analyzed: 5/19/97	Contractor: 11418	

PARAMETER	CAS No.	RESULTS ug/sq ft.
AROCLOR-1016	12674-11-2	<1
AROCLOR-1221	1104-28-2	<1
AROCLOR-1232	11141-16-5	<1
AROCLOR-1242	53469-21-9	<1
AROCLOR-1248	12672-29-6	<1
AROCLOR-1254;	11097-69-1	34
AROCLOR-1260	11096-82-5	<1

Michael Venall

Laboratory Director



THO ST

CERTIFICATE OF INCORPORATION RIEBD

OF

TUN 29 1981

COLUMBIA PRODUCTS, INC.

DONALD LAN Secretary of State

The Secretary of State To: State of New Jersey Trenton, New Jersey

The undersigned, of the age of eighteen (18) years or over, for the purpose of forming a corporation pursuant to the provisions of Title 14A, Corporations, General, of the statutes of the State of New Jersey, does hereby execute the following Certificate of Incorporation:

FIRST:

The name of the corporation is

COLUMBIA PRODUCTS. INC.

The purpose or purposes for which this corporation SECOND: is organized are:

To conduct all activities set forth and permitted under and by virtue of the terms, conditions and provisions of Title 14A, "New Jersey Business Corporation Act."

The aggregrate number of shares which the corporation THIRD: shall have authority to issue is one thousand (1,000) shares without par

The address of the corporation's initial registered FOURTH: 30 Guilford Lane, Hamilton Township, New Jersey 08519. office is

FIFTH: The name of the corporation's initial registered agent at such address is Salvatore Vucchere.

SIXTH: The number of directors constituting the initial Board of Directors shall be one (1).

SEVENTH: The name and address of each person who shall serve as Director is as follows:

Salvatore Vucchere 30 Guilford Lane Hamilton Township, A.J. 08619

EIGHTH: The period of existence of this corporation is unlimited.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto subscribed his name this  $^{29\text{th}}$  day of June,  $^{19^{21}}$  .

Address:

525 Broad St. Bank Bldg. 143 East State St. Trenton, N.J. 08608

RADDY W FDOST

CERTIFICATE OF INCORPORATION

OF

COLUMNIA PRODUCTS. INC.

I, The Secretary of State of the State of Versey, DO HEREBY CERTIFY that the foregoing is a true of CERTIFICATE OF Comparison of CERTIFICATE OF Comparison of CERTIFICATE OF Comparison of CERTIFICATE OF

IN TESTIMONY WHEREOF, I have hereucto set my hand and affixed my Official Saal at Transon, this 29% Cary of A.D.

GEÖRETARY OF STATE

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# LEASE AGREEMENT BETWEEN DSC OF NEWARK ENTERPRISES, INC. AND COLUMBIA PRODUCTS, INC.

APRIL 1995 ORIGINAL

# **INDEX TO LEASE**

# BETWEEN

# DSC OF NEWARK ENTERPRISES, INC. AND COLUMBIA PRODUCTS, INC.

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THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Columbia Products, Inc., having a mailing address at P.O. Box 764, South Plainfield, NJ 07080 as Tenant;

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building #5 (the approximate gross square footage is 21,500), as designated by Landlord, and 8,154 square feet of Building #5A, as set forth in Exhibit A attached hereto, 333 Hamilton Blvd., South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park for the term of five (5) years to commence from the first day of May, 1995 and to end on the 30th day of April, 2000, to be used and occupied only for remanufacturing of automotive alternators, carburetors and starters and storage of same and other related uses, non-hazardous or flammable, upon the condition and covenants following:

#### **ARTICLE 1: PAYMENT OF RENT**

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: \$ 104,233.81 annually, payable \$ 8,686.15 on the execution and delivery of this Agreement in payment of the first month's rent, and \$ 8,686.15 on the first day of each and every month thereafter, payable without demand.

#### **ARTICLE 2: REPAIRS AND CARE**

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

## ARTICLE 3: COMPLIANCE WITH LAWS, ETC,

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

# ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

After written notice to Tenant if the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the

Landlord to terminate this lease by reason of any default on the part of the Tenant. Tenant will comply with all requirements within thirty days or within specified time frame as set forth by the respective authority whichever is the lesser period.

#### **ARTICLE 5: ASSIGNMENT**

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture, without Landlord's consent. Landlord's consent to assign shall not be unreasonably withheld.

# **ARTICLE 6: ALTERATIONS, IMPROVEMENTS**

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

The Tenant will provide, at its own cost and expense, a suitable opening between Building #5 and Building #5A.

The Landlord will segregate, at its own cost and expense, the demised area in Building #5A from the excluded portion of the building with cyclone fencing or better with sufficient height to assure security.

#### **ARTICLE 7: FIRE AND OTHER CASUALTY**

In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within thirty days decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

## **ARTICLE 8: INSPECTION AND REPAIR**

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

#### **ARTICLE 9: RIGHT TO EXHIBIT**

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

#### ARTICLE 10: VACANCY OR EVICTION

If the premises, or any part thereof, shall become vacant during the term, or should the Tenant be evicted by summary proceedings, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting, less the rent realized from subsequent Tenants during what would have been the remaining time of the lease.

#### **ARTICLE 11: REPAIRS OF DAMAGES**

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises.

Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord.

Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense:

#### ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

#### **ARTICLE 13: SIGNS**

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

#### ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

#### ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy. With the exception of the rent payment, Landlord will provide a written notice to Tenant to cure and a thirty day grace period to complete the curing.

# ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hemafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly. Provided the Tenant continues to faithfully perform its obligations under the lease, the Landlord and its mortgagees will not disturb the Tenant's peaceful enjoyment. If required, the Tenant shall aftern to the mortgagee.

#### **ARTICLE 17: SECURITY**

The Tenant will deposit with the Landlord the sum of \$ 17,812.26\* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

\*Previously paid, pursuant to prior lease agreement.

# ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

# **ARTICLE 19: FIRE INSURANCE**

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant thirty days' notice in writing of Landlord's infunction so to do and giving of such notice, this lease and the term thereof shall terminate and come to an early Notwithstanding the above, the Tenant shall be given an opportunity to find a replacement insurance company, in the event the Landlord is unable to do so. In this event, fire insurance must be a reasonable assount in relation to the amount of property, and the insurance company must be reasonably acceptable to the Landlord.

# **ARTICLE 20: REMEDIES TENANT'S DEFAULT**

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules,

orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice shall be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant shall be given by mail addressed to the Tenant at the demised premises.

#### **ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES**

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed applicable to sewage disposal and fire line charges, if any, and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

#### **ARTICLE 22: CREATION OF FIRE HAZARDS**

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

#### ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

#### **ARTICLE 24: NON-WAIVER BY LANDLORD**

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Leage or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

#### **ARTICLE 25: TENANT'S CONTINUED LIABILITY**

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected

and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting.

#### **ARTICLE 26: EMINENT DOMAIN**

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant. Notwithstanding the above, the Tenant shall have the right to institute its own claim against the taking authority for damages which the Tenant may sustain as a result of the taking, provided such action will not result in a diminition of Landlord's award.

# ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

#### **ARTICLE 28: DELAY IN OCCUPANCY**

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

# **ARTICLE 29: SUBORDINATION OF LEASE**

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary of desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

#### ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that no broker was responsible in bringing about this agreement of lease and Landlord relies upon this representation.

#### **ARTICLE 31: UTILITIES**

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to supplied and paid for by the Tenant.

#### **ARTICLE 32: ACCESS TO PREMISES**

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

#### **ARTICLE 33: ATTORNEY'S FEES**

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual, incurred by the Landlord in enforcing any of the Tenant's obligations under this lease. The rights hereunder shall apply equally to both parties, in the event tenant is a successful party.

#### **ARTICLE 34: INCREASE OF TAXES**

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 1985 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate. The Tenant shall also be entitled to the Tenant's proportionate share of the tax refund, if any, after the Landlord's expenses have been paid. Tenant will be entitled to a proportionate share of any rate or assessment reduction provided said assessment reduction occurs based solely on the property as it now exists, but shall not share in any reduction occuring as a result of any lessening of the existing property such as may occur in the event of fire, demolition, sale, etc.

#### ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such termination by Landlord will be performed legally; Tenant shall have due process of law. Such notice shall be deemed

sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

#### **ARTICLE 36: DAMAGE TO PREMISES**

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

#### **ARTICLE 37: LIABILITY INSURANCE**

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

#### ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$ 111.24. This charge will be subject to adjustment in the event the telegraph company increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

# ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

#### **ARTICLE 40: LANDLORD'S OPTIONS**

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained. Landlord agrees, except in the case of an emergency, to give Tenant five days written notice before performing any of aforesaid work.

#### **ARTICLE 41: EXAMINATION OF PREMISES**

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth.

#### **ARTICLE 42: LATE FEES**

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than ten (10) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

# **ARTICLE 43: UNFORESEEN TAXES**

In the event any tax is levied by any governmental body, at any time during the term of the Tenant's occupancy, and in connection therewith, which is not contemplated by the parties, the proportionate obligation and payment therefor shall be borne by the Tenant, regardless of the method of collection or upon whom the tax is levied.

#### **ARTICLE 44: HEAT**

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

#### **ARTICLE 45: ISRA**

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A.

13:1K-6 et seq. and the regulations promulgated thereunder (hereinafter referred to as "ISRA").

Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NJDEPE"). Should the Bureau or any other division of NJDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the Tenant's occupancy as a result of the Tenant's actions, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans.

Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the Tenant's occupancy as a result of the Tenant's actions; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NJDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of Tenant's occupancy. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

- (b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.
- (c) Tenant's SIC numbers are 3714 and 4225.

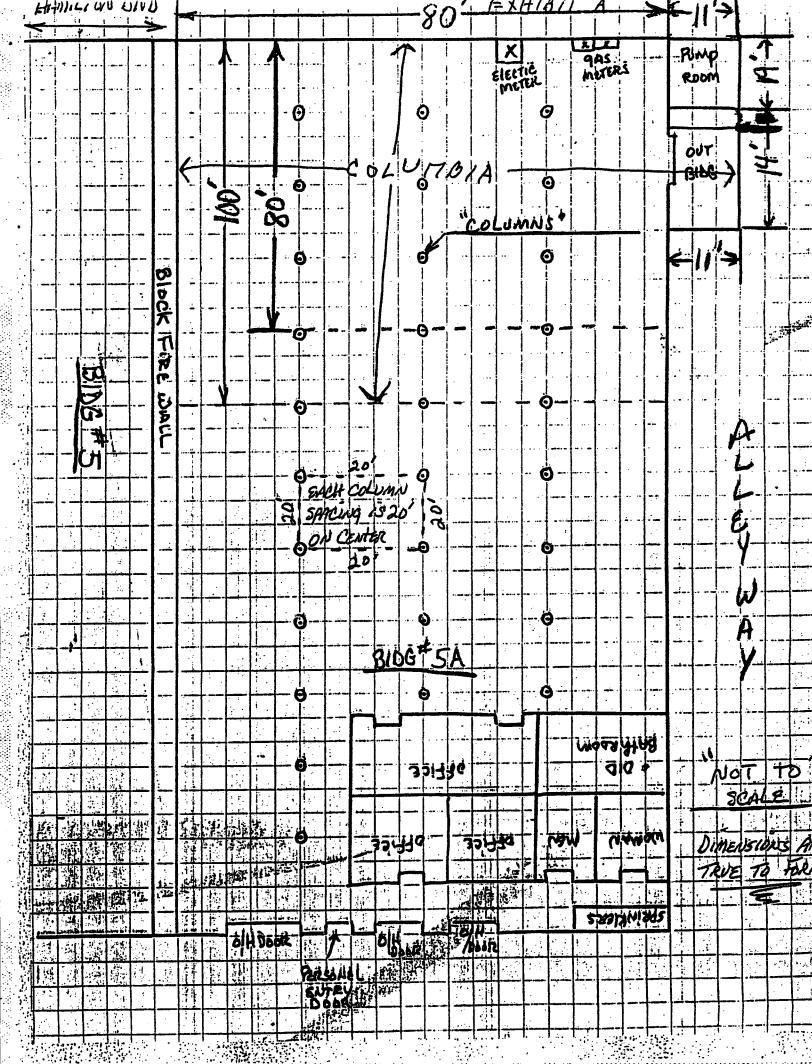
#### **ARTICLE 46: LANDLORD'S SIGNATURE**

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 2/3 day of 199 5

SIGNED, SEALED AND DELIVERED in the presence of

ATTEST:	BY:
	DSC OF NEWARK ENTERPRISES, INC.
>	Anthony A. Coraci, President
ATTEST:	BY:
$\frac{1}{2} \sum_{i=1}^{n} \frac{1}{2} $	COLUMBIA PRODUCTS, MA.
1 + 13 + 12 + 14 + 1 + 1 + 1	Michael Cancilla



EXHIBT D

#### AGREEMENT OF MERGER

Agreement of Merger made and entered into this 29th day of November, 1984, by and between Columbia Products, Inc., a corporation organized and existing under the laws of the State of New Jersey, (hereinafter sometimes called "Columbia", and sometimes called the "surviving corporation"), and the Directors thereof, parties of the first part, and Carburetor Rebuilders, Inc., a corporation organized and existing under the laws of the State of New Jersey (hereinafter sometimes called "Carburetor"), and the Directors thereof, parties of the second part,

Witnesseth that:

Whereas, Columbia has an authorized capital stock of 1,000 shares, without par value, all of which have been issued; and

Whereas the principal office of Columbia in the State of New Jersey is located at 484 Lincoln Boulevard, Borough of Middlesex, County of Middlesex, and Salvatore Bucchere is the agent therein and in charge thereof, upon where process against said corporation may be served within said State; and

Whereas, Carburetor has an authorized capital stock of 100 shares without par value, of which 100 shares have been duly issued and are now outstanding; and

Whereas, the principal office of Carburetor in the State of New Jersey is located at 484 Lincoln Boulevard, Borough of Middlesex, County of Middlesex, and Carlo Cirillo is the agent therein and in charge thereof, upon whom process against said corporation may be served within said State; and

Whereas, the Board of Directors of each of said corporations deem it advisable and generally to the advantage and welfare of said corporations and their respective stockholders that said corporations merge into a single corporation under and pursuant to the provisions of Chapter 10 of Tftle 14A of the Revised Statutes of New Jersey;

Now, Therefore, in consideration of the premises and the mutual agreements, covenants, grants and provisions herein contained, it is hereby agreed by and between the parties hereto that Carburetor shall be and is hereby merged into Columbia, and Columbia shall and does hereby merge Carburetor into Columbia, and the parties hereto by these presents agree upon and prescribe the terms and conditions of the merger and the mode of carrying the same into effect as follows:

#### ARTICLE ONE

Carburetor shall be and hereby is merged into Columbia, which shall survive the merger and shall be governed by the laws of the State of New Jersey.

#### ARTICLE TWO

The terms and conditions of the merger, and the mode of carrying it into effect, are as follows:

- 1. The merger shall become effective December 1, 1984, and when this Agreement of Merger has been adopted and certified pursuant to the provisions of Chapter 10 of Title 14A of the New Jersey Statutes Annotated and filed in the Office of the Secretary of State of New Jersey, pursuant to said Chapter 10. The time when such merger shall become effective is herein sometimes referred to as the "effective date of the merger".
- 2. Except as herein otherwise specifically set forth, the identity, existence, purposes, powers, franchises, rights and immunities of Columbia shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Carburetor shall be merged into Columbia, and Columbia shall be fully vested therewith. The separate corporate existence of Carburetor, except insofar as the same may be continued by statute, shall cease upon the effective date of the merger.
- 3. The Certificate of Incorporation of Columbia shall remain and be the Certificate of Incorporation of the surviving corporation until the same shall be altered or amended according to the provisions thereof.
- 4. The By-Laws of Columbia shall remain and be the By-Laws of the surviving corporation until the same shall be altered or amended according to the provisions thereof.
- 5. Upon the merger's becoming effective, all rights, privileges, powers, franchises and interests of each of the merging corporations, both of a public and private nature, all of the property, real, personal and mixed, all debts due on whatever account to either of them, as well for stock subscriptions as all other things in action, or belonging to each of the merging corporations, and all and every other interest shall be taken and deemed to be transferred to and vested and shall vest in the surviving corporation, without further act or deed, as effectually as they were vested in the several and respective merging corporations; and all claims, demands, property and every other interest shall be as effectually the

property of the surviving corporation as they were of the merging corporations; the title to any real estate, vested in either of the merging corporations by deed or otherwise, shall not revert or be in any way impaired by reason of the merger; all rights of creditors and all liens upon the property of the merging corporations shall be preserved unimpaired, and all debts, liabilities, restrictions and duties of the merging corporations shall thenceforth attach to the surviving corporation and may be enforced against it to the same extent as if they had been incurred or contracted by it.

- If at any time the surviving corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect or confirm, of record of otherwise, in the surviving corporation, according to the terms of this Agreement of Merger, the title to any property or rights of Carburetor acquired or to be acquired by reason of, or as a result of, the merger provided for by this Agreement of Merger, Carburetor and its proper officers and directors, shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in the surviving corporation and otherwise to carry out the purposes of this Agreement of Merger, and the proper officers and directors of Carburetor and the proper officers and directorsof Columbia are fully authorized in the name of Carburetor or otherwise to take any and all such action.
- 7. Upon the merger's becoming effective the assets and liabilities of the merging corporations, including earnings retained for use in the business, shall be taken up or continued on the books of the surviving corporation at the amounts in which they respectively shall be carried at that time on the books of the respective merging corporations. The surplus of Columbia resulting from the merger shall be available to be used for any purpose for which surplus may be used.

#### ARTICLE THREE

The name of the surviving corporation is and shall be Columbia Products, Inc.

#### ARTICLE FOUR

1. The number of the first Directors of the surviving corporation shall be four. The names and post office addresses of the first Directors, who shall hold office until the annual meeting of stockholders in 1985 and until their successors are chosen or appointed, according to law and the By-Laws of the surviving corporation, are as follows:

Names of Directors

Post Office Addresses

Edward Kolb

15 Walcott Avenue Staten Island, N.Y. 10314

Carlo J. Cirillo

20 Timberline Drive Flanders, N.J. 07836

Salvatore Bucchere

30 Guilford Lane Hamilton, N.Y. 08619

Thomas Cancilla

17 Baumer Road Sayreville, N.J. 08872

2. The number of the first officers of the surviving corporation, who shall hold office until their successors shall have been chosen or appointed according to law or the By-Laws of the surviving corporation, shall be four and their office or offices, names and post office addresses are as follows:

Post Office Addresses Offices Names Carlo J. Cirillo 20 Timberline Drive President Flanders, N.J. 07836 Vice President Salvatore Bucchere 30 Guilford Lane Hamilton, N.Y. 08619 17 Baumer Road Thomas Cancilla Secretary Sayreville, N.J. 08872 15 Walcott Avenue Edward Kolb Treasurer Staten Island, N.Y. 10314

3. If, on the effective date of the merger, a vacancy shall exist in the Board of Directors of the surviving corporation or in any of the offices above specified, such vacancy shall thereafter be filled in the manner provided by law and in the By-Laws of the surviving corporation.

#### ARTICLE FIVE

The authorized capital stock of the surviving corporation is and shall continue to be 1,000 shares without par value. The designations, voting powers, preferences, relative, participating, optional and other special rights, and the qualifications, limitations and restrictions of the shares of said stock issued and to be issued shall be the same as those of the shares of the stock of Columbia now authorized.

#### ARTICLE SIX

The manner and basis of converting the outstanding shares of Carburetor into shares of stock of the surviving corporation, to wit, Columbia are as follows:

- 1. All of the outstanding shares of stock of Columbia shall be transferred back to the corporation.
- 2. Upon the effective date of the merger (December 1, 1984) all of the stock of Carburetor shall be transferred to Columbia.
- 3. Upon the transfer of stock of both corporations as set forth above, the surviving corporation, to wit, Columbia Products, Inc., shall issue new stock certificates as follows:
  - A. 100 shares without par value to Edward Kolb
  - B. 100 shares without par value to Carlo J. Cirillo
  - C. 100 shares without par value to Salvatore Buchere
  - D. 100 shares without par value to Thomas Cancilla

The remaining 600 shares of Columbia stock shall remain as authorized but unissued.

#### ARTICLE SEVEN

The surviving corporation shall have the right to amend, alter or repeal any provision contained in this Agreement of Merger which might be contained in an original or amended certificate of incorporation, in the manner now or hereafter prescribed by the statutues of the State of New Jersey, and all rights conferred on stockholders herein are granted subject to this reservation.

#### ARTICLE BIGHT

This Agreement of Merger may be abandoned by either party hereto at any time prior to the filing thereof in the Office of the Secretary of State of New Jersey.

IN WITNESS WHEREOF, the said corporations, parties hereto, have caused their respective seals to be hereunto affixed and these presents to be signed by their respective Presidents or Vice Presidents and attested by their respective Secretaries or Assistant Secretaries, all thereunto duly authorized, and

the Directors, or a majority thereof, of each of said corporations have hereunto set their hands and seals, all as of the day and year aforesaid.

ATTEST:

COLUMBIA PRODUCTS

Salvatore Bucchére, President

being at least a majority of the Directors of Columbia Products, Inc

CARBURETOR REBUILDERS, INC.

ATTEST:

being at least a majority of the Directors of Carburetor Rebuilders,

#### CERTIFICATE OF THE SECRETARY OF COLUMBIA PRODUCTS, INC. RELATIVE TO VOTE OF STOCKHOLDERS

- I, Edward Kolb, Secretary of Columbia Products, Inc., a corporation organized and existing under the laws of the State of New Jersey, do hereby certify, in accordance with the provisions of Section 14A:10-4 of New Jersey Statutes Annotated:
- That the foregoing Agreement of Merger entered into by and between Columbia Products, Inc. and Carburetor Rebuilders, Inc. was authorized at a duly constituted meeting of the Board of Directors of Columbia Products, Inc., at which a quorum was present and acting throughout, and signed by all or a majority of the Directors of Columbia Products, Inc. under the corporate seal thereof.
- That said Agreement of Merger was thereafter duly submitted to the stockholders of Columbia Products, Inc. at a meeting called for the purpose of taking the same into consideration and held in the Borough of Middlesex, New Jersey on the 29th day of November, 1984, at 10:30 A.M., of which meeting not less than twenty (20) days' notice of the time, place and object thereof was mailed to the last known post office address of each of said stockholders.
- 3. That said Agreement of Merger was considered by the stockholders at the meeting, that a vote of such stockholders was taken by ballot for the adoption or rejection of said Agreement of Merger, and that the holders of at least twothirds of all the outstanding capital stock of Columbia Products, Inc. voted in favor of the adoption of said Agreement of Merger.
- That the meeting of stockholders of Columbia Products, Inc. and the vote by ballot upon the adoption of said Agreement of Merger were held and taken separately from the meeting of stockholders and vote of Carburetor Rebuilders, Inc.
- That the principal office of Columbia Products, Inc. in the State of New Jersey is at 484 Lincoln Boulevard, in the Borough of Middlesex, County of Middlesex, and the agent therein and in charge thereof, upon whom process against said corporation may be served is Salvatore Bucchere.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Columbia Products, Inc. this 29th day of November, 1984.

> downd Kol EDWARD KOLB, Secretary

#### CERTIFICATE OF THE SECRETARY OF CARBURETOR REBUILDERS, INC. RELATIVE TO VOTE OF STOCKHOLDERS

- I, Thomas Canilla, Secretary of Carburetor Rebuilders, Inc. a corporation organized and existing under the laws of the State of New Jersey, do hereby certify, in accordance with the provisions of Section 14A: 10-4 of New Jersey Statutes Annotated:
- l. That the foregoing Agreement of Merger entered into by and between Columbia Products, Inc. and Carburetor Rebuilders, Inc. was authorized at a duly constituted meeting of the Board of Directors of Carburetor Rebuilders, Inc., at which a quorum was present and acting throughout, and signed by all or a majority of the Directors of Carburetor Rebuilders, Inc. under the corporate seal thereof.
- 2. That said Agreement of Merger was thereafter duly submitted to the stockholders of Carburetor Rebuilders, Inc. at a meeting called for the purpose of taking the same into consideration and held in the Borough of Middlesex, New Jersey on the 29th day of November, 1984, at 9:30 A.M., of which meeting not less that twenty (20) days' notice of the time, place and object thereof was mailed to the last known post office address of each of said stockholders.
- 3. That said Agreement of Merger was considered by the stockholders at the meeting, that a vote of such stockholders was taken by ballot for the adoption or rejection of said Agreement of Merger, and that the holders of at least two-thirds of all the outstanding capital stock of Carburetor Rebuilders, Inc. voted in favor of the adoption of said Agreement of Merger.
- 4. That the meeting of stockholders of Carburetor Rebuilders, Inc. and the vote by ballot upon the adoption of said Agreement of Merger were held and taken separately from the meeting of stockholders and vote of Columbia Products, Inc.
- 5. That the principal office of Carburetor Rebuilders, Inc. in the State of New Jersey is at 484 Lincoln Boulevard, in the Borough of Middlesex, County of Middlesex, and the agent therein and in charge thereof, upon whom process against said corporation may be served is Carlo J. Cirillo.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and affixed the seal of said Carburetor Rebuilders, Inc., this 29th day of November, 1984.

HOMAS CANCILLA, Secretary

The foregoing Agreement of Merger, having been executed by a majority of the directors of each corporate party thereto, respectively, and having been adopted separately by the stockholders of each corporate party thereto, respectively, in accordance with the provisions of Chapter 10 of Title 14% of the New Jersey Statutes Annotated, and that fact having been certified by the Secretary of each corporate party thereto, the President and the Secretary of each corporate party thereto do now hereby execute the said Agreement of Merger under the corporate seals of their respective corporations this 29th day of November, 1984.

COLUMBIA PRODUCTS

ATTEST:

CARBURETOR REBUILDERS, INC.

Salvatore Bucchere, President

ATTEST:

STATE OF NEW JERSEY:

ss:

COUNTY OF MIDDLESEX:

day of James, 1985, Be It Remembered that on the /3 before me, Richard W. Kracht, an Attorney at Law in and for the State of New Jersey, personally appeared Edward Kolb, to me known, who being by me duly sworn according to law, on his oath does depose and make proof to my satisfaction that he is the Secretary of and well knows the seal of Columbia Products, Inc., one of the corporations which executed the foregoing Agreement of Merger; that the seal affixed to said Agreement of Merger is the corporate seal of said corporation; that it was so affixed by order of the corporation; that Salvatore Bucchere is President of said corporation; that he saw said Salvatore Buchere as such President sign and execute said Agreement of Merger and affix said seal thereto, and heard him declare that he signed and executed the same, for the uses and purposes therein expressed, as the voluntary act and deed of said corporation by its order and by authority of its Board of Directors and the vote, in person or by proxy, of the holders of at least two-thirds of all the outstanding capital stock of said corporation, and that this deponent signed his name thereto at the same time as a subscribing witness.

Subscribed and sworn to before me, an Attorney at Law of New Jersey, this / 3/2 day of January, 1985.

EDWARD KOLB

RICHARD W. KRACHT Attorney at Law of New Jersey

STATE OF NEW JERSEY:

88:

COUNTY OF MIDDLESEX:

Be It Remembered that on the /3 day of January, 1985, before me, Richard W. Kracht, an Attorney at Law in and for the State of New Jersey, personally appeared Thomas Cancilla, to me known, who being by me duly sworn according to law, on his oath does depose and make proof to my satisfaction that he is the Secretary of and well knows the seal of Carburetor Rebuilders, Inc., one of the corporations which executed the foregoing Agreement of Merger; that the seal affixed to said Agreement of Merger is the corporate seal of said corporation; that it was so affixed by order of the corporation; that

Carlo J. Cirillo is President of said corporation; that he saw said Carlo J. Cirillo as such President sign and execute said Agreement of Merger and affix said seal thereto, and heard him declare that he signed and executed the same, for the uses and purposes therein expressed, as the voluntary act and deed of said corporation by its order and by authority of its Board of Directors and the vote, in person or by proxy, of the holders of at least two-thirds of all the outstanding capital stock of said corporation, and that this deponent sign his name thereto at the same time as a subscribing witness.

Subscribed and sworn to before me, an Attorney at Law of the State of New Jersey, this /3 day of January 1985

RICHARD W. KRACHT

Attorney at Law of New Jersey

THOMAS CANCILLA, Secretar



# U.S. Environmental Protection Agency

# **Biennial Reporting System (BRS)**

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# **BRS Facility Summary Rep**

#### Facility Information:

HANDLER NAME: COLUMBIA PRODUCTS INC HANDLER ID:

NJD981489925

STREET 1:

333 HAMILTON BLVD

**REPORTING YEAR:** 

1997

STREET 2:

CITY:

**S PLAINFIELD** 

**GENERATOR STATUS:** 

1 = LQG

STATE:

NJ

ONSITE PERMITTED STORAGE:

1 = No RCRA Storage

ZIP CODE:

070803397

ONSITE PERMITTED TREATMENT:

1 = NO TDR/NO RCRA F

COUNTY:

**MIDDLESEX** 

ONSITE EXEMPT TREATMENT:

· =

#### Mailing Information:

**HANDLER NAME:** COLUMBIA PRODUCTS INC

STREET 1:

333 HAMILTON BLVD

STREET 2:

CITY:

S PLAINFIELD

STATE:

NJ

ZIP CODE:

070803397

#### Basic Waste Information:

Note: Please note that the wastes shown in the following table are in tons.

WASTE TYPE	NATIONAL REPORT	FEDERAL WASTE	TOTAL WASTE
GENERATION		20.1	20.1
MANAGEMENT			
WASTE RECEIVED			
WASTE SHIPPED		20.1	20.1
INCINERATION		·	
DISPOSAL			,
ACUTE GENERATION	major (Salaraharan Para Cara, Y Albanyangan and A Assantive Indiana (Salaraharan Andreas An	Andrews Management of the Street Street	

# **BRS Facility Waste Detail Re**

#### **Generated Waste Shipped To Offsite Facilities:**

**OFFSITE FACILITY ID:** NJD982270506

NAME: SAFETY KLEEN CORP

ADDRESS: 116 SKYLINE DRIVE

SOUTH PLAINFIELD, NJ 070800000

TONS SENT	TONS GENERATED	ORIGIN CODE	FORM CODE	SOURCE CODE	WASTE CODE1	WASTE CODE2	WASTE CODE3	WASTE CODE4
16.68	1	1 = PRDCTN/SERVICE ACT.		A19 = Other Cin/Degrease	Ilanitable	D006 = Cadmium		D018 = Benzene

OFFSITE FACILITY ID: SCD077995488

NAME: SAFETY KLEEN SYSTEMS INC LEXINGTON

ADDRESS: 130A FRONTAGE RD LEXINGTON, SC 290720000

TONS	TONS GENERATED	ORIGIN CODE	FORM CODE	SOURCE CODE	WASTE CODE1	WASTE CODE2	 WASTE CO
.202		1 = PRDCTN/SERVICE ACT.		Ä19 = Other Cln/Degrease		D008 = Lead	 D027 = 1,4-Dichlorobe

**OFFSITE FACILITY ID:** TXD077603371

NAME: Safety-Kleen Corp.

ADDRESS: 1722 Cooper CreekRoad

Denton, TX 76208

TONS SENT	TONS GENERATED	ORIGIN CODE	FORM CODE	SOURCE CODE	WASTE CODE1	WASTE CODE2	WASTE CODE3	NC
3.246	3.246	1 = PRDCTN/SERVICE ACT.	B316 = Other metal salts	A19 = Other Cln/Degrease	D006 = Cadmium	D007 = Chromium	D008 = Lead	

#### **Generated Waste Managed On Site:**

Note: EPA has no records of Generated Waste Managed On Site for this Facility.

#### **Waste Received From Offsite Facilities:**

Note: EPA has no records of Waste Received From Offsite Facilities for this Facility.

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Columbia Products, The.

#### LEVEL 1 - 2 OF 5 REPORTS

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#### COLUMBIA PRODUCTS INC 333 HAMILTON BLVD

SOUTH PLAINFIELD, NJ 07080-3339 UNITED STATES

TEL: 908-769-9100 FAX: 908-668-7970

ABI-NO: 315766196

COUNTY: 34023 MIDDLESEX

POPULATION: 1 - 24,999

CARRIER-CODE: C017

PRI-SIC: 553105 ALTERNATORS & GENERATORS-AUTOMOTIVE

LOC-SALES: 5,000,000 - 9,999,999

LOC-EMPLOYEES: 45

PAR-EMPLOYEES: UNKNOWN

BUSINESS-ORG: FIRM

EXECUTIVES: SAL BUCCHERE, OWNER

AD-SIZE: REGULAR LISTING

CREDIT: GOOD

LANGUAGE: ENGLISH

LOAD-DATE: November 19, 1997